

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA	)	
Plaintiff,	)	
	)	
v.	)	COURT NO.
	)	
TIMBER CHASE CORP. (D.B.A	)	
COLDSTONE CREAMERY)	)	
Defendant.	)	

**COMPLAINT**

The United States of America, by its attorneys, Carmen M. Ortiz, United States Attorney for the District of Massachusetts, and Christopher R. Donato, Assistant United States Attorney, states as its complaint that:

1. Jurisdiction of this action is conferred on the Court by 28 U.S.C. § 1345.
2. Plaintiff is the United States of America, acting through the U.S. Department of the Treasury's Financial Management Service (hereinafter "FMS") on behalf of the U.S. Small Business Administration (hereinafter "SBA"). The Debt was referred to FMS in accordance with the Debt Collections Improvement Act of 1996. (DCIA) (31 U.S.C. § 3701 et seq.)
3. The defendant, Timber Chase Corp. d.b.a Coldstone Creamery (hereinafter "Timber Chase"), is a business whose last known address is in Burlington, MA.
4. On or about May 24, 2006, Angela Torres, as Lender and as an Agent of and on behalf of the SBA, authorized and guarantied seventy-five percent (75%) of a CIT Small Business Lending Corporation loan in the amount of \$436,000.00 to the borrower Timber Chase. See Exhibit "A" attached hereto and incorporated herein.

5. On or about June 30, 2006, a Note, Loan Agreement and Borrower's Certificate were executed between CIT Small Business Lending Corporation and Timber Chase in the amount of \$346,000.00. Charles Fallon as President of Timber Chase Corp. d.b.a. Cold Stone Creamery signed off on the Note (see Exhibit "B" attached hereto and incorporated herein), and the Loan Agreement and Borrower's Certificate (see Exhibit "C" attached hereto and incorporated herein.).

6. According to SBA records, Timber Chase made payments pursuant to the Note, from September 2006 through April 2009. See Exhibit "D" attached hereto and incorporated herein.

7. On or about June 2009, the Defendant defaulted on the repayment agreement.

8. According to SBA records Charles Fallon and Anessa Fallon as President/Owners each signed Unconditional Limited Guarantees for this loan. Their liability as guarantors was settled in 2011. The settlement has been reflected in the current debt balance. At this time Timber Chase remains liable for the remaining debt balance, and efforts were made to collect the claim from Timber Chase as an active business entity.

9. In January 2012, SBA referred the defaulted debt to FMS for administrative debt collection. Between February 2012 and July 2013 FMS forwarded the debt to two (2) private collection agencies for additional collection efforts. Since these collection efforts were unsuccessful, FMS referred the SBA loan to the U.S. Attorney's Office for litigation in April 2014.

10. As of March 28, 2014, the Defendant is indebted to the United States in the principal amount of \$308,737.58 plus \$105,034.44 in administrative and agency fees. Thereafter no prejudgment interest is to accrue on this debt by the United States. See Exhibit "E" attached hereto and incorporated herein


11. The Defendants have failed to repay the aforementioned sums although demand has been duly made.

WHEREFORE, the United States demands judgment against Timber Chase Corp. d.b.a Coldstone Creamery in the principal amount of \$308,737.58; plus \$105,034.44 in administrative and agency fees. The United States further demands, pursuant to 28 U.S.C. § 1961, that interest on the judgment accrue at the legal rate until paid in full.

Respectfully submitted,  
UNITED STATES OF AMERICA  
By its attorneys

CARMEN M. ORTIZ  
United States Attorney

By:

  
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DATE:

6/20/14